

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

MOBITV, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 21-10457 (LSS)

Jointly Administered

**AFFIDAVIT OF SERVICE**

I, Serina Tran, depose and say that I am employed by Stretto, the claims and noticing agent for the Debtors in the above-captioned cases.

On June 4, 2021, at my direction and under my supervision, employees of Stretto caused the following document to be served via overnight mail on the service list attached hereto as **Exhibit B**, and via electronic mail on the service list attached hereto as **Exhibit C**:

- **MobiTV Transition Agreement** (attached hereto as **Exhibit A**)

In addition to the method of service set forth herein, parties who have requested electronic notification of filings via the Bankruptcy Court's CM/ECF system were sent the above referenced documents via electronic service.

Dated: June 7, 2021

Serina Tran

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 7<sup>th</sup> day of June, 2021, by Serina Tran proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: 



<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor's U.S. tax identification number are as follows: MobiTV, Inc. (2422) and MobiTV Service Corporation (8357). The Debtors' mailing address is 1900 Powell Street, 9th Floor, Emeryville, CA 94608.

# **Exhibit A**

## **MobiTV Transition Agreement**

The purpose of this MobiTV Transition Agreement (“**Agreement**”) is to permit you, for a limited period of time as set forth herein, to continue using the MobiTV services described in either: (i) the software license or managed services agreement you signed with MobiTV, or (ii) the member participation agreement you signed with MobiTV and the National Cable Television Cooperative, Inc., (collectively, “**Prior Agreements**”) allowing you to use or access MobiTV services described in the Prior Agreements (“**MobiTV Services**”). THIS IS A LEGAL AGREEMENT BETWEEN YOU AND MOBITV, INC. (“**MobiTV**”) FOR THE MOBITV SERVICES. THIS AGREEMENT SUPERSEDES THE PRIOR AGREEMENTS IN THEIR ENTIRETY EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 1 (LICENSE AND USE RIGHTS), 2 (PAYMENT), AND 4 (CONFIDENTIALITY) OF THIS AGREEMENT. YOUR CONTINUED USE OF THE MOBITV SERVICES AFTER JUNE 1, 2021 (“**EFFECTIVE DATE**”) CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST DISCONTINUE YOUR USE OF THE MOBITV SERVICES IMMEDIATELY.

**1. License and Use Rights.** During the Term you may continue to use the MobiTV Services subject to and in accordance with the license terms and restrictions set forth in the Prior Agreements.

**2. Payment.** As consideration for the license of the MobiTV Services to you, you will pay MobiTV the applicable fees set forth in the Prior Agreements (“**License Fees**”), per Account in accordance with the payment terms set forth below. Within 10 days following the end of each calendar month, you will send to MobiTV a written statement setting forth the total number of Accounts and devices per Account for such month. The number of relevant monthly Accounts will be calculated as an average of the number of Accounts on the first and last day of each month. You will remit payment of License Fees within 30 days following the end of the calendar month during the Term. Undisputed past due License Fee payments shall accrue interest until paid at the rate of 1% per month or the maximum lawful rate, whichever is less. Each party is liable for their respective taxes based on each party’s own net income, items of tax preference, profit, network, capital stock, franchise, property or conduct of business, or similarly based taxes. You will pay all sales tax, use tax, value added tax, goods and services tax, transaction tax or similar excise tax due to any taxing authority with respect to transactions resulting from this Agreement. “**Account**” means, during any calendar month, the account for any one Subscriber who has access to a paid or free commercial service supported by the MobiTV Services, which corresponds to client-side and server-side services that deliver content programming to Subscribers. “**Subscriber**” means an end user who holds an Account.

**3. Term and Termination.**

a. **Term.** This Agreement will begin on the Effective Date and terminate upon the earlier of (i) the execution of a new agreement between you and TiVo Platform Technologies LLC (“**TiVo**”) for the MobiTV Services; (ii) your execution of a new member participation agreement with TiVo and NCTC for the MobiTV Services; or (iii) 30 days after the Effective Date (“**Term**”).

b. **Termination.** MobiTV may terminate this Agreement immediately (i) upon your breach of this Agreement; or (ii) for convenience with or without cause at MobiTV’s discretion. Upon termination or expiration of this Agreement, you must cease all use of the MobiTV Services (except as a permitted pursuant to the agreements set forth in sections 3(a)(i) and (ii)).

c. **Survival.** Sections 2, 3(c), 4, 5, 6, and 7 will survive any termination or expiration of this Agreement.

**4. Confidentiality.** Any Confidential Information exchanged between you and MobiTV under this Agreement will be deemed “Confidential Information” per the terms of the Prior Agreements and subject to the terms related to Confidential Information in the Prior Agreements. MobiTV may share any such Confidential Information with TiVo. Upon termination or expiration of this Agreement, each party will promptly return or destroy all copies of the other party’s Confidential Information in its possession, and will, on the request of the disclosing party, certify in writing to such return or disclosure.

**5. NO REPRESENTATIONS OR WARRANTIES; DISCLAIMER.** NOTWITHSTANDING THE PRIOR AGREEMENTS, ALL MOBITV SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED “AS IS.” MOBITV MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE MOBITV SERVICES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. MOBITV DOES NOT WARRANT THAT THE MOBITV SERVICES WILL BE UNINTERRUPTED, FAULT-TOLERANT, OR ERROR-FREE, THAT ANY ERRORS IN THE MOBITV SERVICES WILL BE CORRECTED, THAT THE MOBITV SERVICES WILL SATISFY YOUR REQUIREMENTS OR THAT THE MOBITV SERVICES WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR HARDWARE OR WITH YOUR INFORMATION TECHNOLOGY ENVIRONMENT. MOBITV IS NOT RESPONSIBLE FOR ANY MISUSE OF THE MOBITV SERVICES BY USERS, INCLUDING WITHOUT LIMITATION ANY WILLFUL OR MALICIOUS ACTS BY A USER, OR ANY OTHER ACT OR OMISSION BY A USER IN VIOLATION OF THE TERMS OF THIS AGREEMENT OR USE OF THE MOBITV SERVICES OTHER THAN AS PROVIDED IN THIS AGREEMENT.

**6. LIMITATION OF LIABILITY.** IN NO EVENT WILL MOBITV BE LIABLE FOR ANY DAMAGES TO YOU, INCLUDING LOSS OF DATA, LOST PROFITS, LOSS OF GOODWILL OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL (DIRECT OR INDIRECT), OR INDIRECT DAMAGES ARISING FROM THE USE OF THE MOBITV SERVICES OR ACCOMPANYING MATERIALS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF MOBITV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MOBITV’S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS (\$100). THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK. You have the sole

responsibility for adequate protection and backup of your data used in connection with the MobiTV Services, and you will not have any claim against MobiTV for lost data, work delays or lost profits resulting from the use of the MobiTV Services.

## 7. Miscellaneous.

a. Assignment. Customer may not assign or otherwise transfer any of its rights or obligations under this Agreement to any third party (whether by operation of law or otherwise). Any attempted or purported assignment or delegation by Customer will be deemed null and void and deemed a material breach of this Agreement.

b. Entire Agreement; Severability; Modification and Waiver. This Agreement and the provisions cited in sections 1 (License and Use Rights), 2 (Payment), and 4 (Confidentiality) of this Agreement relating to the Prior Agreements, sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges and supercedes all prior or contemporaneous oral or written discussions between them. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

c. Governing Law. This Agreement shall be governed by and construed under, and the legal relations between the parties hereto shall be determined in accordance with, the laws of the State of California, without giving effect to such state's conflict of law principles. The parties hereby submit to the personal jurisdiction of, and agree that any legal proceeding with respect

to or arising under this Agreement shall be brought in, the United States District Court for the Northern District of California or the state courts of the State of California in the County of Santa Clara. Notwithstanding the foregoing, MobiTV will at all times have the right to commence proceedings in any other court of its choice with the appropriate jurisdiction for interim injunctive relief. In any judicial proceeding arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable expenses associated with such proceeding (including, without limitation, reasonable costs and fees of attorneys and other professionals).

d. Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed to create a joint venture or partnership or otherwise give rise to fiduciary obligations between the parties. Neither party shall have the right or authority to assume or create any obligations or to make any representation, warranties or commitments on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

e. No Export. Customer will not export or re-export, directly or indirectly, any software provided as part of the MobiTV or any technical data acquired under this Agreement or the direct product of such technical data, except as authorized by the export laws and regulations of the United States.

f. Notice. All notices required or permitted under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by certified, registered or express U.S. mail, postage prepaid, or (iii) by Federal Express or other similar commercial delivery service, to the address set forth on the first page of this Agreement. Either party may change its address for such notices by written notice to the other party in the manner set forth above. Any such notice shall be deemed given when received.

## **Exhibit B**

**Exhibit B**

Served Via Overnight Mail

Name	Attention	Address 1	Address 2	City	State	Zip	Country
ACS Services Inc.	Attn: General Counsel	600 Telephone Ave.		Anchorage	AK	99503	
Adv Telephone Systms Inc HTC Comms	Attn: CEO & Legal Counsel	75 Main St.		Hickory	PA	15340	
Advanced Satellite Systms Amgentech	Attn: Legal Department	1107 N Us Highway 1		Ormond Beach	FL	32174	
All West/ Utah Inc	Attn: Legal Department	50 W 100 N		Kamas	UT	84036	
Amino Communications Ltd	Attn: Legal Department	Buckingway Business Park	Anderson Road Swavesey	Cambridge		CB24 4UQ	United Kingdom
Arkwest Communications Inc	Attn: Debbie Tackett	PO Box 699		Danville	AR	72833-0699	
Atlantic Telephone Membership Corp	Attn: Legal Department	PO Box 3198		Shallotte	NC	28459	
Atlas Networks Corporation	Attn: Ryan Maloney & Matt Maloney	3131 Western Ave Ste M330		Seattle	WA	98121	
Auburn Electric Dept Essential Srv	Attn: Legal Department	PO Box 506		Auburn	IN	46706	
Beehive Telephone Co Inc.	Attn: Cameron Francis	2000 Sunset Road		Lake Point	UT	84074	
BEK Communications	Attn: Jesse Gunsch	200 East Broadway		Steele North	ND	58482	
Bel Air Internet LLC	Krystal Guerrero & General Counsel	15301 Ventura Blvd D250		Sherman Oaks	CA	94103	
Berkeley Cable TV Home Telecom	Attn: Gina Shuler	579 Stoney Landing Rd	PO Box 1194	Moncks Corner	SC	29461-1257	
Bresco Broadband	Attn: Brent Beatty/Michael Plank	4230 E Town St		Columbus	OH	43215	
Buckeye Cablevision Inc.	c/o Buckeye Broadband	2700 Oregon Road	President Shared Srvc & VP Busines	Northwood	OH	43619	
Cable One Inc.	P Brown Senior Director	210 E. Earll Drive		Phoenix	AZ	85012	
Canby Telephone Association	D Mottern/P Hauer/VP Network Ops	190 SE 2nd Avenue		Canby	OR	97013	
Cap Cable LLC DBA USA Communication	Attn: Legal Dept	920 E 56Th St Suite B		Kearney	NE	68847	
Carnegie Cable	Attn: Legal Department	PO Box 96		Carnegie	OK	73015-0096	
Catawba Services Inc (Comporium)	Attn: Legal Department	PO Box 470		Rock Hill	SC	29731-6470	
Cellular South Inc. dba C Spire	Attn: Chief Technical Officer	1018 Highland Colony Parkway #400		Ridgeland	MS	39157	
Central Telcom Service LLC dba CUTV	Attn: Monte Christensen	PO Box 7	35 S State St	Fairview	UT	84629-0007	
Citizens Cable Communications	Attn: Legal Department	PO Box 135	Citizens Fiber	Mammoth	PA	15664-0135	
City of Fort Collins	Attn: City Manager	215 North Mason	PO Box 580	Fort Collins	CO	80522	
City of Highland	Attn: City Manager	1115 Broadway		Highland	IL	62249	
City of Loveland	Ryan Smith & Brianna Reed-Harmel	200 North Wilson Avenue		Loveland	CO	80537	
City Of Wilson DBA Greenlight	Attn: Legal Department	PO Box 10		Wilson	NC	27894	
Clarity Telecom dba VAST Broadband	Attn: Joe Hester	912 S Main		Sikeston	MO	63801	
CMG Media Ventures	Managing Partner & Jozzett Darby	700 River Ave		Pittsburgh	PA	15212	
CMN-RUS	Attn: Legal Department	3701 Communications Way		Evansville	IN	47715	
Consolidated Communications Inc.	Attn: Ann Niemerg & Jaime Montes	121 South 17th St.		Mattoon	IL	61938	
Cumberland Connect LLC	Attn: Vicki Bostain	1940 Madison Street		Clarksville	TN	37043	
Cunningham Communications Inc.	Attn: Brent Cunningham	220 W Main St		Glen Elder	KS	67446	
DakTel Communications	Attn: Legal Department	PO Box 299	630 5Th St N	Carrington	ND	58421	
Dalton Utilities Aka Board Of Water	Attn: Legal Department	PO Box 869	1200 Vd Parrot Jr Pkwy	Dalton	GA	30722-0869	
Delcom Telecommunications	Attn: Legal Department	3430 NE 6th Terrace		Pompano Beach	FL	33064	
Docomo Pacific Inc.	Jason Paradez & Christian Cristobal	890 S. Marine Corps Drive		Tamuning	GU	96913	
Electric Power Board Of Chattanooga	Attn: Legal Department	10 W MI King Blvd	PO Box 182255	Chattanooga	TN	37422	
Elevate Fiber	Attn: Accounts Payable	11925 6300 Road		Montrose	CO	81401	
Fidelity	Attn: Melinda Lahmann	64 N Clark Street		Sullivan	MO	63080	
Flint Cable Television Inc	Attn: Brittany Eubanks	PO Box 669		Reynolds	GA	31076	
Forsyth Cablenet LLC	Attn: Legal Department	PO Box 669		Reynolds	GA	31076	
Fox Digital Entertainment Inc.	Twentieth Century Fox Film Corp	2121 Avenue of the Stars 19th Floor	Attn: Executive Vice President	Los Angeles	CA	90067	
Futurum Comm Corp Forethought.Net	Jawaid Bazyard Pres/Legal Counse	2347 Curtis St		Denver	CO	80205	
GBT Communications Inc.	Attn: General Manager	103 Lincoln Street	PO Box 229	Rush Center	KS	67575	
GBTCommunications Golden Belt Telep	Attn: Kara Jecha	PO Box 229		Rush Center	KS	67575-0229	
Glenwood Telecommunications Inc.	Attn: Legal Department	510 West Gage		Blue Hill	NE	68930	

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Served Via Overnight Mail

Name	Attention	Address 1	Address 2	City	State	Zip	Country
Gorham Telephone Company	Attn: Mike Murphy	100 Market Street		Gorham	KS	67640-0235	
H&B Communications Inc.	Attn: Sherry Johnson	108 North Main Street		Holyrood	KS	67450	
Hamilton County Telephone Co-Op	Attn: Legal Department	PO Box 40		Dahlgren	IL	62828	
Harrisonville Telephone Co HTC Comm	Attn: Kris Voelker	PO BOX 149		Waterloo	IL	62298	
Hinton Catv Co Inc	Attn: Legal Department	PO Box 70		Hinton	OK	73047-0070	
Holston Electric Cooperative	Attn: Jimmy Sandlin	1200 West Main Street		Rogersville	TN	37857	
Holston Electric Cooperative	Attn: Legal Department	PO Box 190		Rogersville	TN	37587	
Hood Canal Cablevision	Attn: Legal Department	PO Box 249		Union	WA	98592-0249	
Horry Telephone Cooperative	Attn: Legal Department	3480 Highway 701 North		Conway	SC	29526	
Independent Cable Systems Of Idaho	Attn: Legal Department	PO Box 237		Rockland	ID	83271-0237	
Infostructure Inc. Click1.Net/1TN	Attn: Legal Dept	314 N 22Nd Ave		Humboldt	TN	38343	
Innovative Financial Technologies	Attn: Matt Carpenter	203 SW 8th St Ste 601		Amarillo	TX	79101	
Inter Mountain Cable Gearheart Comm	Attn: Legal Department	20 Laynesville Rd	PO Box 159	Harold	KY	41635-9076	
IPV Connect LLC	Attn: Tyler Bell	3965 Investment Lane Suite A-5		West Palm Beach	FL	33404	
Johnson City Energy Authority	Jeffrey Dykes & Brian Bolling	2600 Boones Creek Road		Johnson City	TN	37615	
Lafayette Cityparish Consol Gov	Attn: Legal Department	1314 Walker Rd		Lafayette	LA	70506-1100	
Lincolnvile Communications	Attn: Legal Department	PO Box 179		Nobleboro	ME	04555	
Lumos Media Inc	Attn: Mark Taylor	One Lumos Plaza		Waynesboro	VA	22980	
Madison Telephone	Attn: Shana Rains	117 North 3rd	PO Box 337	Madison	KS	66860	
Mashell Telecom Inc Rainier Connect	Attn: Legal Department	PO Box 639	104 Washington Ave N	Eatonville	WA	98328-0639	
Massillon Cable TV Inc	Attn: Pam Grissom	PO Box 1000		Massillon	OH	44648	
Mi Connection Comm Sys Continuum	Attn: Legal Department	PO Box 90		Mooreville	NC	28115-0090	
Mitchell Seaforth Cable TV Ltd.	S Zehr Gen Counsel & Gen Manager	6979 Line 34	PO Box 118	Dublin	ON	N0K 1E0	Canada
MLGC LLC	Attn: Legal Department	PO Box 66		Enderlin	ND	58027-0066	
Mtc Communications	Attn: Legal Department	PO Box 359	210 N Coal St	Colchester	IL	62326-0359	
National Cable Television Cooperati	Attn: Legal Dept	385 Inverness Pkwy #380		Englewood	CO	80112	
NCTC	Attn: Crystal Robertx	11200 Corporate Ave.		Lenexa	KS	66061	
New Visions Communications Inc.	Attn: Legal Dept	6755 Manlius Center Rd		East Syracuse	NY	13057	
Newport Utilities	Attn: Legal Department	PO Box 519		Newport	TN	37822	
Nex-Tech LLC	Attn: Legal Department	145 North Main		Lenora	KS	67645	
Nortex Communications	Attn: Lacy Neu	205 N Walnut St.	PO Box 597	Muenster	TX	76252-2780	
North Dakota Telephone Company	Attn: Sandy Nordrum	211 22nd St NW		Devils Lake	ND	58301-1534	
North State Communications LLC	Attn: Legal Department	PO Box 2326		High Point	NC	27261-2326	
Northwest Communications Coop	Attn: Legal Department	111 Railroad Ave	PO Box 38	Ray	ND	58849	
Oklahoma Fiber LLC	Attn: Legal Department	PO Box 1208		Norman	OK	73070	
Peoples Services LLC	Accounts Payable (Megan Rice)	208 N Broadway	PO Box 450	LaCygne	KS	66040	
Pine Belt Communications Inc.	Attn: Legal Department	PO Box 279	3984 County Road 32	Arlington	AL	36722	
Pioneer Telephone Cooperative Inc.	Attn: Legal Department	108 E. Roberts Ave	PO Box 539	Kingfisher	OK	73750	
Plant Tiftnet Inc	Attn: Legal Dept	144 Kent Rd PO Box 135		Tifton	GA	31793-0187	
Plateau	Jack Nuttall & Accounts Payable	7111 North Prince Street		Clovis	NM	88102	
Polar Cablevision	Attn: Legal Department	110 4th St E		Park River	ND	58270	
Reservation Telephone Cooperative	Attn: Brooks Goodall	24 Main Street N	PO Box 68	Parshall	ND	58770	
Shenandoah Cable Television LLC	Attn: Judy Baker	PO Box 459		Edinburg	VA	22824	
Sound Internet Services Pogozone	Attn: K Reid Partlow/Tim Dyke	PO Box 974		Lynden	WA	98264	
South Georgia Gvmtl Svcs Authority	Attn: Don Atkinson	PO Box 1675		Thomasville	GA	31799	
Southern Plains Cable Tv	Attn: Legal Department	PO Box 165	1 Big Rock Blvd	Medicine Park	OK	73557	
SRT Communications Inc.	Attn: Legal Department	PO Box 2027	3615 N Broadway	Minot	ND	58702	
Stowe Cable Holdings LLC	Attn: Legal Department	172 Thomas Ln		Stowe	VT	05672	
Tekstar Communications Inc.	Joel Smith	150 2nd Street SW		Perham	MN	56573	

**Exhibit B**

Served Via Overnight Mail

Name	Attention	Address 1	Address 2	City	State	Zip	Country
The Pioneer Telephone Association	Attn: CEO & Legal Counsel	PO Box 707	120 West Kansas Avenue	Ulysses	KS	67880	
Trailwave Fiber Inc.	Attn: HEMC AP	6135 State Hwy. 115 W		Clarkesville	GA	30523	
Uintah Basin Electronic Telecom	Attn: Legal Department	211 E 200 N	PO Box 398	Roosevelt	UT	84066-2343	
United Communications Associations	Attn: GM/CEO	1107 McActor Road		Dodger City	KS	67801	
United Services Inc.	Attn: David Girvan	401 North Highway 71		Savannah	MO	64485	
Velocity.net Video Inc.	Attn: Legal Department	PO Box 1778		Erie	PA	16512	
Wabash Independent Networks Inc	Attn: Legal Department	PO Box 299	210 S Church St	Louisville	IL	62858	
Waitsfield Cable	Attn: Legal Department	PO Box 9	3898 Main St	Waitsfield	VT	05673-0009	
Wheat State Telephone Inc.	Attn: Randy Hoffman	106 West 1st		Udall	KS	67146	
Wilkes Communications Inc.	Attn: Crystal Brinegar	1400 River Street		Wilkesboro	NC	28697	
Windstream Communications	Attn: CORP Vendor Invoices	4001 Rodney Parham Road		Little Rock	AR	72212	
WireStar Inc. DBA WireStar Networks	Attn: CEO & Anastasia Nadraga	1902 Pinon Dr Ste E		College Station	TX	77845	
Wyandotte Cable	Attn: Amber Haggerty	3200 Biddle Avenue	Suite 200	Wyandotte	MI	48192	

## **Exhibit C**

**Exhibit C**

Served Via Electronic Mail

Name	Attention	Email
Advanced Satellite Systems, Inc. (Amgentech)		william@amgentech.com
Arkwest Communications Inc	Attn: Debbie Tackett	dtackett@arkwest.com
Atlantic Telephone Membership Corp		carmen@arkwest.com
Beehive Telephone Co. Inc.	Attn: Cameron Francis	jheustess@atmc.com
BEK Communications	Attn: Jesse Gunsch	AP@beehive.net
Berkeley Cable Television (dba Home Telecom)	Attn: Gina Shuler	jesseg@bektel.coop
Bresco Broadband	Attn: Brent Beatty/Michael Plank	gina.shuler@hometelco.com
	Attn: Peter Brown, Senior Director - Product Engineering/ General Counsel's Office/Matthew Deason/	accounting@brescobroadband.com
Cable One, Inc.	Attn: Derrick Mottern/Paul Hauer/ VP Network Operations	ap@wirestar.net
Canby Telephone Association		invoices@directlink.coop
Cap Cable, LLC (Dba USA Communications)		programming@usacomcommunications.tv
Carnegie Cable		jpowers@carnegietelephone.com
Catawba Services Inc (Comporium)		carol.johnson@comporium.com
Central Telcom Services, LLC dba CUTV	Attn: Monte Christensen	SKyser@newportutilities.com
City Of Auburn Electric Dept Essential Servicesdiv		p.peckham@centracom.com
City Of Wilson Dba Greenlight		chris@ci.auburn.in.us
Clarity Telecom, LLC dba VAST Broadband	Attn: Joe Hester	mkearney@wilsonnc.org
Consolidated Communications, Inc.	Attn: Ann Niemerg & Jaime Montes	joe.hester@vastbroadband.com
Cumberland Connect, LLC	Attn: Vicki Bostain	accountspayable@consolidated.com
Cunningham Communications, Inc.	Attn: Brent Cunningham	apcemc@cemc.org
Daktel Communications		brent@ctctelephony.tv
Dalton Utilities Aka The Board Of Water		jsomsen@daktel.net
Delcom Telecommunications		jdavies@dutil.com
Docomo Pacific, Inc.	Attn: Jason Paradez & Christian Cristobal	bcrippen@delcomtele.net
Electric Power Board Of Chattanooga		ccristobal@docomopacific.com
Elevate Fiber	Attn: Accounts Payable	jparesdes@docomopacific.com
Fidelity	Attn: Melinda Lahmann	espesethkg@epb.net
Forsyth Cablenet, LLC		Accounts.payable@dmea.com
Futurum Communications Corp Dba	Attn: Jawaid Bazyard, President	Melinda.Lahmann@fidelitycommunications.com
Forethought.Net	/Legal Counsel/Jawaid	pburnett@pstel.com
Glenwood Telecommunications, Inc.		eric.hager@forethought.net
Gorham Telephone Company	Attn: Mike Murphy	accountspayable@forethought.net
H&B Communications Inc.	Attn: Sherry Johnson	carol@glenwoodtelco.net
Hamilton County Telephone Co-Op		tmurphy@gorhamtel.com
Harrisonville Telephone Co /		sjohnson@hbcomm.net
HTC Communications Co (NEW)	Attn: Kris Voelker	steved@hcc.coop
Hinton Catv Co Inc		kris.voelker@htc.net
Holston Electric Cooperative		jason1@hintonet.net
Holston Electric Cooperative	Attn: Jimmy Sandlin	jsandlin@holstonelectric.com
Hood Canal Cablevision		Jsandlin@holstonelectric.com
Horry Telephone Cooperative		kelleo@hcc.net
		sandy.hendrick@htcinc.net

**Exhibit C**

Served Via Electronic Mail

Name	Attention	Email
Independent Cable Systems Of Idaho (Silver Star)		mamotzkus@silverstar.net
Infostructure, Inc. (Click1.Net/1Tennessee)		jwarmath@click1.net
Inter Mountain Cable Inc (Gearheart Communications)		scarlettj@gearheart.com
Johnson City Energy Authority dba BrightRidge	Attn: CEO - Jeffrey Dykes/ CFO - Brian Bolling	sevans@brightridge.com
Lafayette Cityparish Consolidate Gov DbA Lus Fiber		cgovernale@lus.org
Lincolnville Communications		sethr@intelco.net randalm@intelco.net
Lumos Media, Inc	Attn: Mark Taylor	taylorm@lumosnet.com
Madison Telephone	Attn: Shana Rains	mtn.shana@gmail.com
Mashell Telecom, Inc DbA Rainier Connect		lorie.hills@rainierconnect.net
Massillon Cable TV Inc	Attn: Pam Grissom	pgrissom@mctvohio.com
Mi Connection Communications System DbA Continuum		ebaker@ourcontinuum.com
MLGC, LLC		tyler.kilde@mlgc.net
Mtc Communications		hfecht@mdtc.net
NCTC	Attn: Crystal Robertx	croberts@nctconline.org
Newport Utilities		skyser@newportutilities.com
Nex-Tech, LLC		sroe@nex-tech.com
Nortex Communications	Attn: Lacy Neu	lneu@nortex.com
North Dakota Telephone Company	Attn: Sandy Nordrum	sandyn@ndtel.com
North State Communications, LLC		scott.watts@nscom.com
Northwest Communications Cooperative		angelas@nccray.com
Oklahoma Fiber, LLC		brady@oecfiber.com
Pioneer Telephone Cooperative, Inc.		daparks@ptci.com
Plateau	Attn: Jack Nuttall & Accounts Payable	accountspayable@plateautel.com
Polar Cablevision		sdub@polartel.com accountspayable@polartel.com
Shenandoah Cable Television LLC (DbA Shentel)	Attn: Judy Baker	judyann@shentel.net Judy.Baker@emp.shentel.com
Southern Plains Cable Tv (Hilliary Communications)		jamie.mcclure@hillcom.net
SRT Communications, Inc.		shawngg@srttel.com
Stowe Cable Holdings, LLC		rickr@stowecable.com
Trailwave Fiber Inc.	Attn: HEMC AP	hemcap@hemc.coop
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United Communications Associations	Attn: GM/CEO	kimt@unitedtelcom.net
United Services, Inc.	Attn: David Girvan	dgirvan@ueci.coop
Wabash Independent Networks Inc		tanyaw@wabash.net
Waitsfield Cable		sprovost@wcvr.com
Wheat State Telephone, Inc.	Attn: Randy Hoffman	bmillsap@wheatstate.com
Wilkes Communications, Inc.	Attn: Crystal Brinegar	crystalbrinegar@myriverstreet.net brittanycasey@myriverstreet.net
Windstream Communications	Attn: CORP Vendor Invoices	CORP.Vendor.Invoices@windstream.com
Wyandotte Cable	Attn: Amber Haggerty	ahaggerty@wyandottemi.gov